

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE COFFEE MUG, LLC**, a Colorado limited liability company, with an address of 10 W. 14th Avenue Parkway, Denver, CO 80204 (the “Lessee”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated December 9, 2008 and an amendment dated May 23, 2011, relating to the lease of land on the corner of 14th and Broadway for use as a coffee shop for Denver Public Library staff and patrons (the “Agreement”); and

WHEREAS, the Agreement, expired by its terms on December 14, 2012; and

WHEREAS, the parties wish to revive and reinstate all of the terms and conditions of the Agreement, as well as to amend the Agreement to extend the term, correct and increase the Lease compensation overall, and revise certain other terms; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. That article 2 of the Agreement entitled “TERM” is hereby amended to read as follows:

“2. **TERM**: The term of this Lease shall **begin on December 15, 2008, and terminate on December 14, 2018** unless sooner terminated pursuant to the terms of this Lease (the “Term”). Rent began accruing on December 15, 2008. Either party may terminate the lease during the Monthly Term upon fifteen (15) days written notice.”

2. That article 3 of the Agreement entitled “RENT” is hereby amended to read as follows:

“3. **RENT**: The Lessee shall accrue rent owed to the City for the Term at the rates and in the amounts set forth on **Exhibits D and D-1**

for a total of not less than **One Hundred Twenty Thousand, Three Hundred Ten Dollars (\$120,310.00)** (“Accrued Rent”) to include the extended Term.”

3. All references to “...Exhibit D” in the existing Agreement shall be amended to read: “...Exhibit D and D-1, as applicable...” Exhibit D-1 is attached to this Second Amendatory Agreement and is incorporated here by reference.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: BOOKS-RC81053-02

Contractor Name: The Coffee Mug LLC

By: M. Kathleen James

Name: M. Kathleen James
(please print)

Title: Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit D-1

Rent Schedule for the Coffee Mug

Year	Annual Amount	Monthly Rent*	Rent/Sq. Ft.**
12/15/12 - 12/14/13	12,000.00	1,000.00	14.29
12/15/13 - 12/14/14	12,000.00	1,000.00	14.29
12/15/14 - 12/14/15	12,390.00	1,032.50	14.75
12/15/15 - 12/14/16	12,600.00	1,050.00	15.00
12/15/16 - 12/14/17	12,800.00	1,066.67	15.25
12/15/17 - 12/14/18	13,020.00	1,085.00	15.50
Total Extended Amout	<u>74,810.00</u>		
Total From 12/08 - 12/12	<u>45,500.00</u>		
Total Payments	<u>120,310.00</u>		

* Rent is due on the 15th of each month.

** The leased space is 840 Sq. Ft.